

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION**

JEANIE COLE, CATHY SWITTERS,
and JAMES MOSTI,

Plaintiffs,

v.

PORTFOLIO RECOVERY
ASSOCIATES, LLC and JOHNSON,
RODENBURG & LAUINGER,
Defendants.

Case No.: CV-08-036-GF-RKS

FINAL APPROVAL ORDER

I. On January 20, 2010, this Court preliminarily approved the Class Settlement Agreement (“Agreement”) reached between Plaintiffs Jeanie Cole, Cathy Switters, and James Mosti, (“Plaintiffs”) and Defendant Johnson, Rodenburg & Lauinger (“JRL”) (JRL is also “Defendant JRL”). The Court approved a form of notice for mailing to the class. The Court is informed that actual notice was sent by first-class mail to approximately 25 class members (counting couples and other joint persons as a single class member; notices were not sent to the named Plaintiffs). A total of 2 envelopes were returned by the United States Postal Service marked not deliverable with no forwarding addresses available. No class members requested exclusion and no objections were filed or received. No class members opted out of the settlement class.

II. On March 19, 2010, the Court held a fairness hearing to which class members, including any with objections, were invited. The Court, being fully advised in the premises, hereby orders:

1. The Court finds that the provisions for notice to the class satisfy the requirements of Fed. R. Civ. P. 23 and due process.

2. The Court finds that the settlement is fair and reasonable, and hereby approves the Agreement submitted by the parties, including the release and:

a. Defendant JRL shall pay \$1,000.00 each to named Plaintiff Jeanie Cole, Cathy Switters, and James Mosti;

b. Defendant JRL shall pay \$1,000.00 to each class member, other than the named Plaintiffs, who does not opt out. The checks shall be void 60 days after issuance. Any uncashed or unclaimed funds shall be distributed to the Montana Legal Services within 14 days after the void date;

c. Defendant JRL shall pay, separate and apart from Paragraph 2(a) and (b) above, a *cy pres* award of \$20,000.00 to Montana Legal Services for use in consumer representation or education;

d. Plaintiffs agree to dismiss the Second Amended Complaint's RICO Count as to Defendant JRL only and to file a Third Amended Complaint which does not state a RICO claim against Defendant JRL;

e. The parties have agreed that Defendant JRL shall pay Plaintiffs' attorney's fees and costs in the aggregate amount of \$130,000.00.

3. The above funds shall be paid by check within 14 days of the Effective Date. Any undistributed funds shall be distributed to Class Counsel for distribution to the Montana Legal Services.

4. Plaintiff and the members of the class grant Defendant JRL the following release:

Plaintiff and each class member, their assigns, heirs, successors, and personal representatives not opting out as of the Effective Date of the Agreement, release and forever discharge Johnson, Rodenburg & Lauinger and their past, present and future parents, officers, directors, partners, members, principals, employees, agents, servants, predecessors, successors, subsidiaries, affiliates, shareholders, heirs, executors, trustees, attorneys, personal and legal representatives, beneficiaries, divisions, administrators, insurers, and assigns ("Released Parties") of and from all causes of action, suits, claims, demands, liabilities, judgments, debts, charges, and damages including any indemnity claims for payment of attorney's fees and costs, known or unknown, that were made or which could have been made by Plaintiff on behalf of herself or himself or on behalf of the above-defined Class in the Litigation, in law or in equity, for anything of any kind or nature whatsoever, that occurred from the beginning of time up through and including the date of this Order.

5. The Court finds the Agreement reasonable, fair, and adequate and made in good faith.

6. The Court dismisses the claims of Plaintiffs and the class against Defendant JRL and the Released Parties with prejudice and without costs (other than what has been provided for in the Settlement Agreement).

7. The Court awards aggregate attorney's fees and costs of \$130,000.00 collectively to Edwards, Frickle & Culver, Bingham & Lea, P.C. and Heenan Law Firm, PLLC.

8. The Court retains jurisdiction over the interpretation, enforcement and implementation of the Agreement and of this Order.

DATE: March 22, 2010

/s/Keith Strong
Keith Strong
United States Magistrate Judge